

Goods and Services Tax (GST) Terms:

- 1. The charges/fees for services would be exclusive of GST/ Indirect taxes, as may be applicable. The same will be payable, extra, as applicable.
- 2. In the event you are eligible for any exemption or lower rate of tax, you are responsible to inform us about the same in writing and also provide the requisite details, documents, declarations or undertake any prescribed compliances for the purpose of tax exemptions / lower tax rates while issuing purchase order or before supply is made (whichever is earlier). In absence of receipt of any intimation from you, no tax exemption/ lower rates would be extended from our end on the invoices raised upon you. Further, in case of any incorrect / incomplete information or any non-compliance on your behalf due to which a demand is raised on DHL by the tax authorities, you shall be solely liable to pay the applicable taxes / amounts (including interest, penalty and associated litigation cost) if any upon notification by DHL.
- 3. In case of pass through expenses which are paid by DHL on your behalf (as being payment facilitator) on which you intend to avail input tax credit on the same basis the third party invoice; it would be your responsibility to provide your requisite GST details to such provider(s)/ third parties such as carriers, freight forwarders, custodians etc. before DHL pays for the services on your behalf to such parties as DHL would be acting as a pure agent in such circumstances in facilitating transactions with such third party vendors. Where, in the above said transactions, you are unable to claim input tax credit on pass through expenses on account of your default or delay in providing timely or correct details & ensuring same are registered with such third parties, DHL shall not be held responsible for the same. You shall not hold back or deduct any amounts from the payments to be made to DHL due to default/non-compliance by the third party vendor/s.
- 4. Wherever domestic reverse charge provisions are applicable, no tax would be charged by DHL and the tax will have to be paid by you under reverse charge mechanism.
- 5. Given you are registered person under GST, our bill 'from' location shall be the address of our office which would open the operational file in our systems. The bill 'to' location, we intend to use the address in our agreement with you. In the event you wish to provide other registered address for the purpose of billing, you should provide such address to update our records, for the purpose of billing, which would then be treated as 'Location of Recipient' / address on records as envisaged under GST legislation. Further, in case where any additional liability (tax, interest, penalty, etc.) arises on DHL due to your incorrect determination of 'Location of Recipient', you would indemnify DHL.
- 6. You should provide appropriate service classification to DHL at your earliest. Further, DHL would not be liable in case where any demand of tax or additional liability is made on you due to dispute in the classification provided by you to DHL.

- 7. You/consignor would be responsible for handing over second copy of invoice marked as 'Duplicate for Transporter' to DHL or to the transporter appointed by DHL for pick-up and transport of goods from your location. In case where you/consignor do not provide transporter copy of invoice to DHL, IRN (Invoice Reference Number) generated from the GSTIN portal should be provided to DHL.
- 8. Responsibility of DHL would be limited towards generating documents which are required to be generated by transporter under provisions of the GST Act.
- 9. DHL would not be liable for any delay in transportation due to erroneous documents/information provided by you/consignor
- 10. You should not add/ amend any Input Tax Credit entry in the GSTR-2 without having prior discussion and agreement in writing with DHL (such addition would result in enhancement of tax liability of DHL and subsequently, you would be liable to indemnify DHL for the same)

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